

## **The complaint**

Mr P complains about the contact received from Town & Country Legal Services LLP (T&C) in relation to a debt it was seeking to collect.

## **What happened**

Mr P had an account with another business (E) that instructed T&C to contact him to discuss repayment in 2019. On 13 September 2022 T&C spoke with Mr P and he explained a debt advice service was acting on his behalf. Mr P also complained that the decision to approve his loan was irresponsible. On the same day, T&C received notice from Mr P's debt advisors that said he was party to breathing space from his debts at that time.

As T&C has been acting as a collections agent and wasn't party to Mr P's original application it referred his complaint to E to deal with. On 11 October 2022 E advised T&C that Mr P's complaint about irresponsible lending hadn't been upheld. T&C says it sent Mr P an email and text message requesting contact as it wanted to discuss the outcome of his complaint.

Mr P called T&C the next day and was advised he was contacted in error. T&C issued a final response on 13 October 2022 and apologised for contacting Mr P and any upset caused. T&C didn't offer any compensation or provide a detailed explanation as to why contact had been made during the breathing space period.

A short time later, T&C received notice from E that it had decided to uphold Mr P's complaint and the account was returned.

Mr P referred his complaint to us and explained T&C hadn't complied with a Data Subject Access Request (DSAR) he'd raised. An investigator looked at what had happened. They didn't ask T&C to do anything else and thought it had dealt with Mr P's complaint fairly. Mr P asked to appeal and said T&C's actions had caused serious mental health problems and impacted him severely. Mr P also said he didn't think T&C had provided a reasonable explanation for the contact he'd received and that he felt harassed.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr P's told us he didn't want T&C to complain to E on his behalf. But when Mr P spoke with T&C in September 2022 he asked to make an irresponsible lending complaint. As T&C didn't lend to Mr P and was only ever instructed to collect the outstanding balance, it wasn't responsible for the decision to lend. In line with the rules T&C and E operate under, the complaint was referred to the original lender to deal with. I understand Mr P wanted to make his own complaint, but I haven't been persuaded T&C's decision to refer his case to E was unfair in the circumstances.

Mr P has also raised concerns about the way T&C completed a DSAR. T&C says it followed the correct process and forwarded its submissions to E to include with its DSAR response.

I've looked at the process T&C follows and I'm satisfied it acted in line with them. Given T&C's role as debt collector, I'm satisfied it was reasonable for it to provide its submissions to E to include with its response. I haven't found any evidence the way T&C dealt with Mr P's DSAR was unreasonable.

I can see Mr P is most concerned at the contact he received from T&C while subject to "Breathing Space" as part of the government's Debt Respite Scheme. Mr P's explained that being contacted by T&C during the breathing space period caused a lot of distress and seriously impacted his mental health. Mr P's explained that he doesn't think it was fair for T&C to have contacted him whilst the breathing space was in place. But in its file submission to this service, L&C's told us the guidance for breathing space says it can contact customers in certain situations, even when a breathing space arrangement is in place.

I've looked at the guidance given to businesses. It can be viewed at the following website: <https://www.gov.uk/government/publications/debt-respite-scheme-breathing-space-guidance/debt-respite-scheme-breathing-space-guidance-for-creditors#what-to-do-during-a-breathing-space> Section 3.9 says business can contact customers during the breathing space period to respond to a query or complaint made by a customer. So whilst I agree no collections activity was allowed during the breathing space period, the guidance did allow T&C to contact Mr P about his complaint.

T&C has provided a copy of its email and text message. I can see they ask Mr P to get in contact about his case. But there was no request for payment or any details about the outstanding debt. I'm satisfied that T&C was contacting Mr P about the complaint he'd made rather than chasing him for payment. And that sort of contact is permitted under the breathing space guidance set out in the link above.

I know Mr P wanted a more detailed explanation. I hope the above provides the details he wanted. From an impartial point of view, I don't think T&C acted unfairly by contacting Mr P, although I understand how concerned he was and how the situation made him feel.

I note T&C apologised for contacting Mr P and any distress that was caused. Having considered everything Mr P's told us and the circumstances of his complaint, I haven't been persuaded T&C acted unfairly. I know my decision is likely to disappoint Mr P but as I haven't found T&C acted unfairly I'm not telling it to take any further action.

### **My final decision**

My decision is that I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 7 February 2023.

Marco Manente  
**Ombudsman**